

18673

McGLINCHEY STAFFORD LANG

A LAW CORPORATION

NEW ORLEANS
LITTLE ROCK
HOUSTON
FORT SMITH
LAKE PROVIDENCE

2525 STEMMONS FREEWAY

SUITE 352

DALLAS, TEXAS 75207

18075-A

TELEPHONE (214) 634-3939

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DEC 31 1992-10 30 AM

DEC 31 1992-10 35 AM

INTERSTATE COMMERCE COMMISSION 8006 A004

December 30, 1992

INTERSTATE COMMERCE COMMISSION

Secretary

Interstate Commerce Commission

Twelfth Street & Constitution Avenue N.W.

Washington, D.C. 20423

Attention: Ms. Mildred Lee, Room 2303

18075

DEC 31 1992-10 35 AM

INTERSTATE COMMERCE COMMISSION

RE: Documents for Recordation

Dear Ms. Lee:

On behalf of Trinity Industries Leasing Company and in accordance with the provisions of Section 11303 of the Interstate Commerce Act, as revised, and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder, enclosed herewith for filing and recordation are the following documents:

1. Two (2) executed originals of an Equipment Trust Agreement, a primary document, dated as of December 30, 1992, between Trinity Industries Leasing Company and NationsBank of Texas, N.A., as Trustee:
2. Two (2) executed originals of an Assignment, a primary document, dated December 30, 1992, between Trinity Industries Leasing company ("Assignor") and NationsBank of Texas, N.A., as Trustee ("Assignee"); and
3. Two (2) executed originals of a Bill of Sale, a secondary document, dated December 30, 1992, between Trinity Industries Leasing Company ("Seller") and NationsBank of Texas, N.A., as Trustee ("Buyer").

We request that the Assignment be cross-indexed.

The address of Trinity Industries Leasing Company is 2705 State Street, Chicago Heights, Illinois, and the address of NationsBank of Texas, N.A., the Trustee is 901 Main Street, 16th Floor, Dallas, Texas 75202.

The railroad equipment covered by the Equipment Trust Agreement is described in Exhibit A attached hereto. The foregoing railroad equipment consists solely of tank, hopper, and intermodal cars intended for use relating to interstate commerce.

Kevin L. Butler

Approved by

McGLINCHEY STAFFORD LANG
A LAW CORPORATION

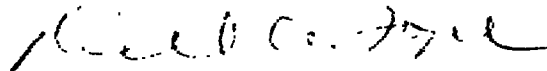
Enclosed is our firm's check in the amount of \$48.00 to cover the recordation fee. (Such fee was determined on the basis that the Assignment is being filed concurrently with the Equipment Trust Agreement).

You are hereby authorized to deliver any unneeded copies of the Equipment Trust Agreement, the Assignment and the Bill of Sale, with the filing date noted thereon, following recordation thereof, to the representative of Washington Service Bureau who is delivering this letter and said enclosures to you.

A short summary of the documents appear in the index follows:

- (a) Primary Documents. (i) Equipment Trust Agreement, a primary document, dated as of December 30, 1992, between Trinity Industries Leasing Company (as vendor and lessee), and NationsBank of Texas, N.A., as Trustee, and covering 684 railroad cars, including tank, hopper, and intermodal cars, and (ii) Assignment, a primary document, dated December 30, 1992, between Trinity Industries Leasing Company (as Assignor), and NationsBank of Texas, N.A., as Trustee, and covering 593 railroad cars, including tank, hopper, and intermodal cars.
- (b) Secondary Documents. Bill of Sale, a secondary document, dated December 30, 1992, between Trinity Industries Leasing Company (as Seller), and NationsBank of Texas, N.A., as Trustee (as Buyer), and covering various railroad cars, and connected to an Equipment Trust Agreement referred to in paragraph (a) above.

Very truly yours,



Richard A. Fogel

RAF:ps

Interstate Commerce Commission
Washington, D.C. 20423

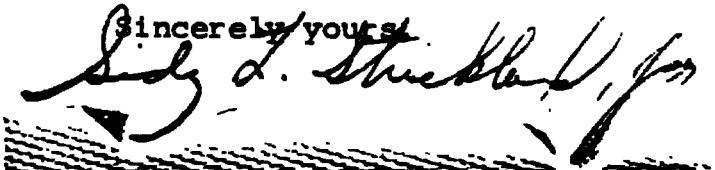
12/31/92

OFFICE OF THE SECRETARY

Richard A. Fogel
McGlinchey Stafford Lang
2525 Stemmons Freeway
Suite 352
Dallas, Texas 75207

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/31/92 at 10:35am , and assigned recordation number(s). 18075 18075-A & 18075-B

Sincerely yours,

Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

SE-30
(7/79)

EXHIBIT A

QUANTITY & TYPE	CLASS	CAPACITY	INITIALED CAR NUMBERS	DATE OF EARLIEST SERVICE	TERM OF LEASE	MONTHLY RENTAL
84 HOPPER CARS	LD	4,000 CU FT	ACEX 4100-4183	NOV 92	15 YRS	39,900
30 TANK CARS	111A100W1	25,498 GAL	TILX 250137-250166	JUL 92	10 YRS	16,140
16 TANK CARS	111A100W1	14,425 GAL	TILX 140000-140015	OCT 92	10 YRS	10,848
6 TANK CARS	111A100W1	20,462 GAL	TILX 220034-220039	OCT 92	10 YRS	3,720
8 TANK CARS	111A100W1	20,413 GAL	TILX 220026-220033	AUG 92	10 YRS	5,096
7 TANK CARS	111A100W1	23,589 GAL	TILX 260700-260706	AUG 92	5 YRS	3,766
50 TANK CARS	105J400W	33,565 GAL	EDUX 569053-569102	SEP 92	15 YRS	34,300
55 TANK CARS	111A100W1	25,498 GAL	IBPX 25091-25145	JUL 92	15 YRS	24,475
8 TANK CARS	112J340W	33,607 GAL	TILX 301048-301055	OCT 92	5 YRS	5,760
9 TANK CARS	111A100W1	23,589 GAL	TILX 260732-260740	DEC 92	10 YRS	5,310
5 TANK CARS	111A100W1	13,818 GAL	TILX 135270-135274	DEC 92	10 YRS	3,050
45 TANK CARS	111A100W1	13,818 GAL	TILX 135275-135319	DEC-JAN 93	10 YRS	27,450
1 TANK CAR	111A100W1	29,947 GAL	TILX 190162	AUG 92	5 YRS	525
35 HOPPER CARS	LD	4,301 CU FT	OLNX 055501-055516	NOV 92	15 YRS	23,302
			OLNX 055520-055522			
			OLNX 055525-055527			
			OLNX 055529-055536			
			OLNX 055538-055541, 055543			
28 TANK CARS	105J400W	33,565 GAL	TILX 400256-400283	OCT 92	10 YRS	21504
29 TANK CARS	105J400W	33,565 GAL	TILX 400284-400312	OCT 92	10 YRS	22,736
12 HOPPER CARS	LD	5,051 CU FT	TILX 59000-59002, 59006	DEC 92	5 YRS	6,060
			TILX 59008, 59015, 59020, 59039			
			TILX 59051, 59055, 59063, 59065			
12 INTERMODAL	WELL CARS	125 TON	DPTX 74226-74237	AUG 92	1 YR	20,076
160 HOPPER CARS	LD	4,000 CU FT	DGHX 009100-009183	OCT 92	15 YRS	79,800
			DGHX 009200-009283			
56 TANK CARS	111A100W1	23,589 GAL	TILX 260741-260796	DEC-JAN 93	10 YRS	33,040
20 TANK CARS	105J400W	33,565 GAL	TILX 400236-400255	SEP 92	10 YRS	15,360
684						402,210

DEC 31 1992 10:35 AM

ASSIGNMENT dated December 30, 1992 between NationsBank of Texas, a national banking association, acting as trustee under the Trust Agreement, as hereinafter defined (the "Trustee"), and TRINITY INDUSTRIES LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (the "Company").

Preliminary Statement

The Company has agreed to cause to be sold, transferred and delivered to the Trustee certain railroad equipment described in Exhibit A-1 hereto and more particularly identified in Exhibit B-1 hereto (hereinafter called the "Trust Equipment") pursuant to the Equipment Trust Agreement, dated as of December 30, 1992, between the Company and the Trustee (the "Trust Agreement").

Title to the Trust Equipment is to be vested in and is to be retained by the Trustee and the Trust Equipment is to be leased to the Company under the Trust Agreement, all subject to the lease or leases referred to in Exhibit B-1 (hereinafter, whether one or more the "Leases") between the Company and the lessee or lessees named therein.

Trinity Industries Leasing Company 7.65% Equipment Trust Certificates due December 30, 2002 (Series 10) in an aggregate principal amount of \$35,000,000.00 have been or are to be issued and sold and the aggregate proceeds (including accrued interest, if any) of such sale which equals the aggregate principal amount of the Trust Certificates issued and sold have been delivered to the Trustee for delivery to the Company, as provided in the Trust Agreement.

It is desired to grant to the Trustee an assignment of and a security interest in and to the Leases and other collateral described below.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto hereby agree as follows:

1. Subject to the rights of lessees under the Leases, the Company hereby grants a security interest in, and assigns, transfers and sets over unto the Trustee as security for the payment and performance of all of the Company's obligations under the lease provided for in the Trust Agreement (i) all of the Company's right, title and interest now or hereafter acquired as lessor in, to and under the Leases described in Exhibit B-1 hereto and any amendments to or modifications thereof, together with all rights, powers, privileges, and other benefits of the Company now or hereafter acquired as lessor under the Leases in respect of the units of Trust Equipment covered thereby, including, but not limited to the Company's right to receive and collect all rentals, liquidated damages, proceeds of sale, car hire mileage allowance, mileage credits, excess mileage allowances, excess mileage credits,

insurance proceeds, per diem mileage and any and all other payments now or hereafter to become payable to or receivable by the Company under or pursuant to the provisions of the Leases, (ii) all of the Company's right, title and interest now or hereafter acquired as lessor (or as manager or agent for the Trustee) in, to and under any and all leases, car hire contracts or agreements, rental contracts or agreements or other agreements for the lease, rental or use of the Trust Equipment (hereinafter, whether one or more, the "Future Leases"), including but not limited to the Company's right to receive and collect all lease payments, rentals, car hire, mileage allowances, mileage credits, excess mileage allowance, excess mileage credits, insurance proceeds, per diem mileage, liquidated damages, proceeds of sale and any and all other payments, income, revenue, now or hereafter to become payable to or receivable by the Company thereunder or therefrom and from the Trust Equipment, and (iii) all the Company's right to receive and collect all mileage allowance, per diem mileage, insurance proceeds or other payments, income and revenue now or hereafter to become payable to the Company in respect of the Trust Equipment, whether under or pursuant to the provisions of any of the Leases, the Future Leases or otherwise. The Trustee hereby appoints the Company its agent to collect and receive any and all of such rentals and other payments and to take any and all actions in respect of such Leases or the Future Leases until the happening of an Event of Default (as such term is defined in the Trust Agreement). The Company represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of the Trust Equipment any other assignment of the Leases or Future Leases or the rentals or the payments payable to or receivable by the Company under any of the Leases.

2. It is expressly understood and agreed that the assignment made and security interest granted herein applies only to the Leases and Future Leases (and any right, title, interest, power, and privilege of the Company as lessor thereunder) insofar and only insofar as such Leases and Future Leases cover or otherwise apply to the rail cars described in Exhibit B-1 hereto and any rail cars substituted as replacements for the rail cars described in Exhibit B-1 hereto (but does not apply to any rail cars added to such Leases or Future Leases which is not Trust Equipment).

3. It is expressly agreed that the rights hereby assigned to the Trustee are subject to the rights of lessees under the Leases and Future Leases, and that the Trustee, so long as any such lessee is not in default under its Lease or Future Lease, shall not interfere with the rights of peaceful and undisturbed possession of such lessee in and to any of the Trust Equipment in accordance with the terms of such Lease or Future Lease.

4. In addition to, and without in any way limiting, the powers conferred upon the Trustee by Sections 6.01 and 6.02 of the Trust Agreement, the Trustee may upon the happening of an Event of Default (as defined in the Trust Agreement) and not otherwise, in the Trustee's own name or in the name of the Trustee's nominee, or in the name of the Company or as the Company's attorney, (i) ask, demand, sue for, collect and receive any and all rentals, car hire mileage allowance, mileage credits, excess mileage allowances, excess mileage credits, insurance proceeds, per diem mileage or other payments to which the Company is or may become entitled in respect of the Trust Equipment and (ii) enforce compliance by lessees under the Leases with all the terms and provisions thereof and make all waivers and agreements, give all notices, consents and releases, take all action upon the happening of an Event of Default specified in the Leases and Future Leases, and do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Leases or Future Leases.

5. The assignment made by this instrument is made only as security and, therefore, shall not subject the Trustee to, or transfer, or pass or in any way affect or modify, the liability of the Company under any Lease or Future Lease or otherwise, it being understood that, notwithstanding any assignment, any obligations of the Company under any Lease or Future Lease or otherwise shall be and remain enforceable against and only against the Company.

6. (a) Upon the full discharge and satisfaction of the Company's obligation under the lease provided for in the Trust Agreement, the assignment made pursuant to this instrument shall terminate and all rights, title and interest of the Trustee as assignee hereunder in and to any Lease or Future Lease or any payments in respect of the Trust Equipment shall revert to the Company.

(b) Upon the release of any unit of Trust Equipment pursuant to Section 5.05 of the Equipment Trust Agreement, this Assignment shall terminate pro tanto with respect to (i) such unit of Trust Equipment and (ii) rights assigned to the Trustee hereby and by the Equipment Trust Agreement in the Leases and Future Leases insofar as they relate to such unit of Trust Equipment, and upon such partial termination such unit of Trust Equipment and such rights shall revert to the Company or to such person or persons as may be legally entitled thereto, provided, however, that if an Event of Default (as defined in the Trust Agreement) has occurred and is then continuing, such termination and reversion shall not occur until such Event of Default shall have been cured or waived in accordance with the provisions of the Trust Agreement. After any partial termination, the provisions of this Assignment shall no longer be applicable to such unit of Trust Equipment and rights, and the Trustee shall at the request of the Company or such other person, and at the expense of the Company, deliver to the Company

or such other person, a writing evidencing such partial termination.

7. The Company covenants and agrees with the Trustee that in any suit proceeding or action brought by the Trustee pursuant to the provisions of this instrument for any rentals, car hire mileage allowance, mileage credits, excess mileage allowances, excess mileage credits, insurance proceeds, per diem mileage or other payments in respect of the Trust Equipment, whether under or pursuant to the provisions of any Lease or Future Lease or otherwise, or to enforce any provisions of any Lease or Future Lease, the Company will save, indemnify and keep the Trustee harmless from and against all expense, loss or damage suffered by reason of any defense, set-off, counterclaim or recoupment whatsoever, specifically including any of the foregoing arising from the Trustee's simple negligence, but excluding any of the foregoing arising from the Trustee's gross negligence or willful misconduct.

8. Except as otherwise provided herein, the provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given and personally delivered at or mailed by first class mail, postage prepaid, to (i) in the case of the Company, delivered at 2705 State Street, Chicago Heights, Illinois 60411, Attention: Treasurer (with a copy to Trinity Industries, Inc., if by courier, at 2525 Stemmons Freeway, Dallas, Texas 75207, Attention: Treasurer or if by mail, to P.O. Box 568887, Dallas, Texas 75356-8887, Attention: Treasurer), or such other address as may hereafter be furnished to the Trustee in writing by the Company, and (ii) in the case of the Trustee, if by courier, at 901 Main Street, 16th Floor, Dallas, Texas 75202 and, if by mail, at P.O. Box 831402, Dallas, Texas, 75283-1402, Attention: Corporate Trust Department, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand notice or communication. Any communication so addressed and mailed by registered or certified mail shall be deemed to be given on whichever of the following dates shall first occur: (i) the date of actual receipt thereof by the intended recipient, (ii) the fifth day next following the date mailed, or (iii) if the substance thereof is communicated to the intended recipient by hand delivery, telephone or telex on or prior to the date of such mailing, the date so mailed.

10. The Company will furnish to the Trustee any information which it may from time to time request regarding the Leases and the Future Leases and will permit representatives of the Trustee to inspect the Company's records regarding the Leases and the Future Leases during business hours at a time which is acceptable to the Company.

11. The Company shall execute Assignments (as defined in the Trust Agreement) covering all Future Leases, insofar and only insofar as such Future Leases cover Trust Equipment, and shall cause such Assignments to be recorded with the Interstate Commerce Commission pursuant to the requirements of Section 11303 of the Interstate Commerce Act, as revised. The Company shall also cause a Uniform Commercial Code financing statement covering such Future Leases, to the extent that they cover Trust Equipment, to be properly filed with the Secretary of State of the State of Texas.

12. This Assignment may be executed in counterparts each of which shall be deemed to be an original and all of such counterparts together constitute but one and the same instrument.

13. THE PROVISIONS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized duly attested by their authorized officers as of the day and year first written.

NATIONSBANK OF TEXAS, N.A.,
Trustee

By: 
Vice President

Attest: 
Its: Assistant Secretary

TRINITY INDUSTRIES LEASING COMPANY

By: 
Senior Vice President

Attest: 
Assistant Secretary

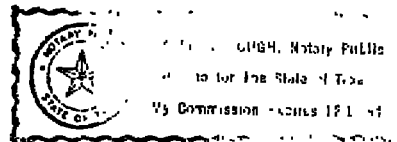
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this 30th day of December, 1992, before me personally appeared K. W. Lewis, to me personally known, who being by me duly sworn, says that he is the Senior Vice President of Trinity Industries Leasing Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Karen H. Hough
Signature of Notary Public

My Commission Expires:

12-11-94



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this 30 day of December, 1992, before me personally appeared LINDA MCNEIL, to me personally known, who being by me duly sworn, says that he is the Vice President of NationsBank of Texas, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Barbara Price
Signature of Notary Public

My Commission Expires:

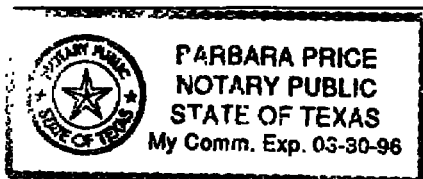


EXHIBIT A-1

QUANTITY & TYPE	CLASS	CAPACITY	INITIALED CAR NUMBERS	DATE OF EARLIEST SERVICE	TERM OF LEASE	MONTHLY RENTAL
84 HOPPER CARS	LO	4,000 CU FT	ACEX 4100-4183	NOV 92	15 YRS	39,900
30 TANK CARS	111A100W1	25,498 GAL	TILX 250137-250166	JUL 92	10 YRS	16,140
16 TANK CARS	111A100W1	14,425 GAL	TILX 140000-140015	OCT 92	10 YRS	10,648
6 TANK CARS	111A100W1	20,462 GAL	TILX 220034-220039	OCT 92	10 YRS	3,720
8 TANK CARS	111A100W1	20,413 GAL	TILX 220026-220033	AUG 92	10 YRS	5,096
7 TANK CARS	111A100W1	23,589 GAL	TILX 260700-260706	AUG 92	5 YRS	3,766
50 TANK CARS	105J400W	33,565 GAL	ECUX 569053-569102	SEP 92	15 YRS	34,300
55 TANK CARS	111A100W1	25,498 GAL	IBPX 25091-25145	JUL 92	15 YRS	24,475
8 TANK CARS	112J340W	33,607 GAL	TILX 301040-301055	OCT 92	5 YRS	5,760
9 TANK CARS	111A100W1	23,589 GAL	TILX 260732-260740	DEC 92	10 YRS	5,310
5 TANK CARS	111A100W1	13,810 GAL	TILX 135273, 135282, 135285 TILX 135288, 135292	DEC 92	10 YRS	3,050
1 TANK CAR	111A100W1	29,947 GAL	TILX 190162	AUG 92	5 YRS	525
35 HOPPER CARS	LO	4,301 CU FT	DLNX 055501-055516 DLNX 055520-055522 DLNX 055525-055527 DLNX 055529-055536 DLNX 055538-055541, 055543	NOV 92	15 YRS	23,302
28 TANK CARS	105J400W	33,565 GAL	TILX 400256-400283	OCT 92	10 YRS	21504
29 TANK CARS	105J400W	33,565 GAL	TILX 400284-400312	OCT 92	10 YRS	22,736
12 HOPPER CARS	LO	5,851 CU FT	TILX 59000-59002, 59006 TILX 59008, 59015, 59020, 59039 TILX 59051, 59055, 59063, 59065	DEC 92	5 YRS	6,060
12 INTERMODAL	WELL CARS	125 TON	DDTX 74226-74237	AUG 92	1 YR	20,076
168 HOPPER CARS	LO	4,000 CU FT	DGHX 009100-009183 DGHX 009200-009283	OCT 92	15 YRS	79,800
10 TANK CARS	111A100W1	23,589 GAL	TILX 260741-260749, 260751	DEC 92	10 YRS	5,900
20 TANK CARS	105J400W	33,565 GAL	TILX 400236-400255	SEP 92	10 YRS	15,360
593						347,620

EXHIBIT B-1

1. Railroad Car Net Lease Agreement, dated October 16, 1992, between Trinity Industries Leasing Company and ACE Cogeneration Company covering the following described railroad cars (Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
84	4,000 Cu. Ft. LO Open Top Hopper Cars	ACEX 4100-4183

2. Railroad Car Lease Agreement, dated April 2, 1992, between Trinity Industries Leasing Company and AG Processing Inc. covering the following described railroad cars (Partial Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
30	25,498 Gal. 111A100W1 Tank Cars	TILX 250137-250166

3. Railroad Car Lease Agreement, dated June 3, 1992, between Trinity Industries Leasing Company and Albright & Wilson Company covering the following described railroad cars (Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
16	14,425 Gal. 111A100W1 Tank Cars	TILX 140000-140015

4. Railroad Car Lease Agreement, dated February 15, 1980, between Trinity Industries Leasing Company and Ashland Petroleum Company covering the following described railroad cars (Rider 4):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
6	20,462 Gal. 111A100W1 Tank Cars	TILX 220034-220039

5. Railroad Car Lease Agreement, dated August 12, 1992, between Trinity Industries Leasing Company and BF Goodrich Company covering the following described railroad cars (Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
8	20,413 Gal. 111A100W1 Tank Cars	TILX 220026-220033

6. Railroad Car Lease Agreement, dated September 28, 1979, between Trinity Industries Leasing Company and Conoco, Inc. (assigned to EI DuPont de Nemours & Co., Inc.) covering the following described railroad cars (Rider 6):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
7	23,589 Gal. 111A100W1 Tank Cars	TILX 260700-260706

7. Railroad Car Lease Agreement, dated December 14, 1992, between Trinity Industries Leasing Company and Exxon Chemical covering the following described railroad cars (Rider 2):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
50	33,565 Gal. 105J400W Tank Cars	ECUX 569053-569102

8. Railroad Car Net Lease Agreement, dated March 7, 1983 between Trinity Industries Leasing Company and IBP, Inc. covering the following described railroad cars (Rider 5):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
55	25,498 Gal. 111A100W1 Tank Cars	IBPX 25091-25145

9. Railroad Car Lease Agreement, dated May 25, 1979, between Trinity Industries Leasing Company and ARCO Chemical Company (name changed to Lyondell Petrochemical Company) covering the following described railroad cars (Rider 5):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
8	33,687 Gal. 112J340W Tank Cars	TILX 301048-301055

10. Railroad Car Lease Agreement, dated May 7, 1990, between Trinity Industries Leasing Company and Minnesota Corn Processors, Inc. covering the following described railroad cars (Partial Rider 9):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
1	29,947 Gal. 111A100W1 Tank Cars	TILX 190162

11. Railroad Car Net Lease Agreement, dated January 22, 1992, between Trinity Industries Leasing Company and Olin Corporation covering the following described railroad cars (Partial Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
35	4,301 Cu. Ft. LD Covered Hopper Cars	OLNX 055501-055516 055520-055522 055525-055527 055529-055536 055538-055541 055543

12. Railroad Car Lease Agreement, dated May 7, 1980, between Trinity Industries Leasing Company and Shell Oil Company, covering the following described railroad cars (Rider 9):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
20	33,565 Gal. 105J400W Tank Cars	TILX 400236-400255

13. Railroad Car Lease Agreement, dated May 7, 1980, between Trinity Industries Leasing Company and Shell Oil Company, covering the following described railroad cars (Rider 10):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
28	33,565 Gal. 105J400W Tank Cars	TILX 400256-400283

14. Railroad Car Lease Agreement, dated May 7, 1980, between Trinity Industries Leasing Company and Shell Oil Company, covering the following described railroad cars (Partial Rider 11):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
29	33,565 Gal. 105J400W Tank Cars	TILX 400284-400288 400290-400313

15. Lease Agreement, dated June 5, 1992, between Trinity Industries Leasing Company and TTX Company, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
12	125 Ton Intermodal Well Cars	DTTX 74226-74237

16. Railroad Car Lease Agreement, dated May 13, 1992, between Trinity Industries Leasing Company and MAPCO Alaska Petroleum, Inc., covering the following described railroad cars (Partial Rider 2):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
19	23,589 Gal. 111A100W3 Tank Cars	TILX 260732-260749 260751

17. Agreement, dated September 1, 1992, between Trinity Industries Leasing Company and Marsulex Inc., covering the following described railroad cars (Partial Rider 4):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
5	13,818 Gal. 111A100W1 Tank Cars	TILX 135273, 135282 135285, 135288 135292

18. Railroad Car Lease Agreement, dated February 18, 1991, between Trinity Industries Leasing Company and Tennessee Eastman Company covering the following described railroad cars (Parital Rider 3):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
12	5,851 Cu. Ft.	TILX 59000-59002
	LD Covered	59006, 59008
	Hopper Cars	59015, 59028
		59039, 59051
		59055, 59063
		59065

19. Railroad Car Net Lease Agreement, dated May 14, 1992, between Trinity Industries Leasing Company and North American Chemical Company covering the following described railroad cars (Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
168	4,000 Cu. Ft.	DGHX 009100-009183
	LD Opened	009200-009283
	Hopper Cars	